

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349715

| | | | |
|-----------------------------------|---------------------------------------|----------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Honest Kitchen Inc. | | 06/19/2015 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | NewStar Business Credit, LLC | | |
| Street Address: | 8401 N. Central Expressway, Suite 600 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75225 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 49 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86556329 | BRAVE | |
| Serial Number: | 86555813 | PROPER TOPPERS | |
| Serial Number: | 86524298 | MARVEL | |
| Serial Number: | 86524295 | SPARKLE BARS | |
| Serial Number: | 86396119 | THE HONEST KITCHEN | |
| Serial Number: | 86396098 | PEP-UP TONIC | |
| Serial Number: | 86396111 | THE HONEST KITCHEN | |
| Registration Number: | 4692615 | PETS DESERVE PROPER FOOD | |
| Registration Number: | 4692616 | PRO BLOOM | |
| Serial Number: | 86342727 | SPARKLES | |
| Serial Number: | 86340101 | NOTIONS | |
| Registration Number: | 4682196 | BEAMS | |
| Registration Number: | 4682192 | KINDLY | |
| Registration Number: | 4682191 | HALE | |
| Registration Number: | 4682190 | HALCYON | |
| Serial Number: | 86321295 | PEOPLE FOOD THAT'S GOOD FOR PETS | |
| Serial Number: | 85959844 | POSTER PET | |
| Registration Number: | 4657052 | QUICKIES | |
| Serial Number: | 85959837 | MIRACLES | |

CH \$1240.00 86556329

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Serial Number: | 85959838 | WONDERS |
| Serial Number: | 85959840 | MARVELS |
| Registration Number: | 4657053 | SMITTENS |
| Serial Number: | 85792164 | THE HONEST KITCHEN CONCIERGE |
| Registration Number: | 4562232 | BESPOKE BLENDS |
| Registration Number: | 4350149 | THE HONEST KITCHEN |
| Serial Number: | 85759329 | THE HONEST KITCHEN TRUE STORIES |
| Registration Number: | 4505689 | LOVE |
| Registration Number: | 4199605 | ZEAL |
| Registration Number: | 4199606 | WISHES |
| Registration Number: | 4199607 | GRACE |
| Registration Number: | 4199608 | PAWLANTHROPY |
| Registration Number: | 4211016 | QUIET TEA |
| Registration Number: | 4211015 | EASY PEESY TEA |
| Registration Number: | 4258138 | BESPOKE BLENDS |
| Registration Number: | 3752208 | PET FOOD WITH PASSION AND PRINCIPLES |
| Registration Number: | 3564476 | PERFECT FORM |
| Registration Number: | 3656717 | ICE PUPS |
| Registration Number: | 3564479 | PECKS |
| Registration Number: | 3554095 | NUZZLES |
| Registration Number: | 3564477 | SPARKLE |
| Registration Number: | 3681043 | KEEN |
| Registration Number: | 3553819 | FORCE |
| Registration Number: | 3553821 | VERVE |
| Registration Number: | 3553823 | PROWL |
| Registration Number: | 3553822 | PREFERENCE |
| Registration Number: | 3556741 | EMBARK |
| Registration Number: | 3553710 | THRIVE |
| Registration Number: | 2908697 | THE HONEST KITCHEN |
| Registration Number: | 3687208 | LITHE |

CORRESPONDENCE DATA

Fax Number: 8043447999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 804-788-8331

Email: HWRITM@hunton.com

Correspondent Name: Stephen P. Demm - Hunton & Williams LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

TRADEMARK

REEL: 005588 FRAME: 0044

| | |
|--|-------------------|
| Address Line 4: RICHMOND, VIRGINIA 23219-4074 | |
| ATTORNEY DOCKET NUMBER: | 73306.49 |
| NAME OF SUBMITTER: | Stephen P. Demm |
| SIGNATURE: | /Stephen P. Demm/ |
| DATE SIGNED: | 07/30/2015 |
| Total Attachments: 5 source=The Honest Kitchen#page1.tif source=The Honest Kitchen#page2.tif source=The Honest Kitchen#page3.tif source=The Honest Kitchen#page4.tif source=The Honest Kitchen#page5.tif | |

TRADEMARK SECURITY AGREEMENT

June 19, 2015

WHEREAS, THE HONEST KITCHEN INC. ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and NewStar Business Credit, LLC, as administrative agent ("Secured Party") have entered into that certain Loan and Security Agreement dated as of June 19, 2015 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

THE HONEST KITCHEN, INC.

By: 
Name: Lucy Postins
Title: Chief Executive Officer

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By: _____
Name: Tanner J. Pump
Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

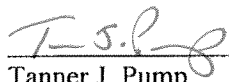
GRANTOR:

THE HONEST KITCHEN, INC.



By: _____
Name: _____
Title: _____

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By:  _____
Name: Tanner J. Pump
Title: Vice President

Schedule 1
to Trademark
Security Agreement

| Mark | Owner | Serial or Reg. No. |
|---|--------------------------|--------------------|
| BRAVE | The Honest Kitchen, Inc. | 86/556,329 |
| PROPER TOPPERS | The Honest Kitchen, Inc. | 86/555,813 |
| MARVEL | The Honest Kitchen, Inc. | 86/524,298 |
| SPARKLE BARS | The Honest Kitchen, Inc. | 86/524,295 |
|  | The Honest Kitchen, Inc. | 86/396,119 |
| PEP-UP TONIC | The Honest Kitchen, Inc. | 86/396,098 |
|  | The Honest Kitchen, Inc. | 86/396,111 |
| PETS DESERVE PROPER FOOD | The Honest Kitchen, Inc. | 4,692,615 |
| PRO BLOOM | The Honest Kitchen, Inc. | 4,692,616 |
| SPARKLES | The Honest Kitchen, Inc. | 86/342,727 |
| NOTIONS | The Honest Kitchen, Inc. | 86/340,101 |
| BEAMS | The Honest Kitchen, Inc. | 4,682,196 |
| KINDLY | The Honest Kitchen, Inc. | 4,682,192 |
| HALE | The Honest Kitchen, Inc. | 4,682,191 |
| HALCYON | The Honest Kitchen, Inc. | 4,682,190 |
| PEOPLE FOOD THAT'S GOOD FOR PETS | The Honest Kitchen, Inc. | 86/321,295 |
| POSTER PET | The Honest Kitchen, Inc. | 85/959,844 |
| QUICKIES | The Honest Kitchen, Inc. | 4,657,052 |
| MIRACLES | The Honest Kitchen, Inc. | 85/959,837 |
| WONDERS | The Honest Kitchen, Inc. | 85/959,838 |
| MARVELS | The Honest Kitchen, Inc. | 85/959,840 |
| SMITTENS | The Honest Kitchen, Inc. | 4,657,053 |

| | | |
|---|-----------------------------|------------|
| THE HONEST KITCHEN CONCIERGE | The Honest Kitchen, Inc. | 85/792,164 |
| BESPOKE BLENDS | The Honest Kitchen, Inc. | 4,562,232 |
| THE HONEST KITCHEN | The Honest Kitchen, Inc. | 4,350,149 |
| THE HONEST KITCHEN TRUE STORIES | The Honest Kitchen, Inc. | 85/759,329 |
| LOVE | The Honest Kitchen, Inc. | 4,505,689 |
| ZEAL | The Honest Kitchen, Inc. | 4,199,605 |
| WISHES | The Honest Kitchen, Inc. | 4,199,606 |
| GRACE | The Honest Kitchen, Inc. | 4,199,607 |
| PAWLANTHROPY | The Honest Kitchen, Inc. | 4,199,608 |
| QUIET TEA | The Honest Kitchen, Inc. | 4,211,016 |
| EASY PEESY TEA | The Honest Kitchen, Inc. | 4,211,015 |
| BESPOKE BLENDS | The Honest Kitchen, Inc. | 4,258,138 |
| PET FOOD WITH PASSION AND PRINCIPLES | The Honest Kitchen, Inc. | 3,752,208 |
| LITHE | The Honest Kitchen, Inc. | 3,687,208 |
| PERFECT FORM | The Honest Kitchen, Inc. | 3,564,476 |
| ICE PUPS | The Honest Kitchen, Inc. | 3,656,717 |
| PECKS | The Honest Kitchen, Inc. | 3,564,479 |
| NUZZLES | The Honest Kitchen, Inc. | 3,554,095 |
| SPARKLE | The Honest Kitchen, Inc. | 3,564,477 |
| KLEEN | The Honest Kitchen, Inc. | 3,681,043 |
| FORCE | The Honest Kitchen, Inc. | 3,553,819 |
| VERVE | The Honest Kitchen, Inc. | 3,553,821 |
| PROWL | The Honest Kitchen, Inc. | 3,553,823 |
| PREFERENCE | The Honest Kitchen, Inc. | 3,553,822 |
| EMBARK | The Honest Kitchen, Inc. | 3,556,741 |
| THRIVE | The Honest Kitchen, Inc. | 3,553,710 |
| THE HONEST KITCHEN | The Honest Kitchen, Inc. | 2,908,697 |